

# **AGENDA**

## **UTILITIES SERVICE BOARD MEETING**

Conference Room 100B  
Indiana University Research Park  
501 North Morton  
Bloomington, Indiana 47404

Tom Swafford, President  
Tim Henke, Vice President  
Richard Eherenman  
Jeff Ehman  
Samuel Vaught  
Rachel Tolen  
John Whikehart  
Tim Mayer, ex-officio  
Tom Micuda, ex-officio

### **AUGUST 22, 2005**

**4:00 p.m. EXECUTIVE SESSION**

**5:00 p.m. REGULAR MEETING**

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES OF PREVIOUS MEETING (August 8, 2005)
- III. APPROVAL OF CLAIMS
- IV. 2005 INTERLOCAL AGREEMENT- Vickie Renfrow, Legal Department
- V. AGREED ORDER WITH INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT- Patrick Murphy
- VI. QUIT CLAIM DEED TO RESOLVE ENCROACHMENT ISSUE – Vickie Renfrow, Legal Department
- VII. OLD BUSINESS
- VIII. NEW BUSINESS
- IX. SUBCOMMITTEE REPORTS
- X. STAFF REPORTS
- XI. PETITIONS AND COMMUNICATIONS \*
- XII. ADJOURNMENT

\* Brief public comment will be limited to 5 minutes per person.

**NOTICE OF  
EXECUTIVE SESSION**

The Utilities Service Board will meet in an executive session on Monday, August 22, 2005, at 4:00 p.m. in Room 100B at North Showers, 401 Morton St., Bloomington, Indiana 47404. The purpose of the meeting is to discuss pending litigation in accordance with Ind. Code §5-14-1.5-6.1(b)(2)(B).

Posted August 18, 2005

## UTILITIES SERVICE BOARD MEETING

August 8, 2005

UTILITIES SERVICE BOARD MEETINGS ARE RECORDED ELECTRONICALLY OR STENOGRAPHICALLY AND ARE AVAILABLE DURING REGULAR BUSINESS HOURS IN THE OFFICE OF THE DIRECTOR OF UTILITIES.

Board President Swafford called the regular meeting of the Utilities Service Board to order at 5:02 p.m. The meeting was held in Conference Room 100B at the Indiana University Research Park at 501 North Morton Street in Bloomington, Indiana.

Board members present: Tom Swafford, Richard Eherenman, Sam Vaught, Rachel Tolen, Tim Mayer, John Whitehart. Staff members present: John Langley, Mike Bengtson, Tom Staley, Steve Saulter, Mike Hicks, Jane Fleig, Nathan Schulte. Others present: Mark Menafee representing Indiana University.

### MINUTES OF PREVIOUS MEETING:

BOARD MEMBER EHERENMAN MOVED AND BOARD MEMBER VAUGHT SECONDED THE MOTION TO APPROVE THE MINUTES OF THE JULY 25, 2005, MEETING AS PRESENTED. MOTION CARRIED. 5 AYES. 2 MEMBERS ABSENT (HENKE AND EHMAN).

### CLAIMS:

BOARD MEMBER EHERENMAN MOVED AND BOARD MEMBER VAUGHT SECONDED THE MOTION TO APPROVE THE CLAIMS AS FOLLOWS:

CLAIMS 0530639 THROUGH 0530693 INCLUDING \$199,681.75 FROM THE WATER OPERATIONS & MAINTENANCE FUND AND \$27,713.25 FROM THE WATER CONSTRUCTION FUND FOR A TOTAL OF \$227,810.00 FROM THE WATER UTILITY; CLAIMS 0591021 THROUGH 0591095 FOR A TOTAL OF \$125,957.07 FROM THE WASTEWATER UTILITY; AND CLAIMS 0570089 THROUGH 0570101 FOR A TOTAL OF \$1,474.21 FROM THE WASTEWATER/STORMWATER UTILITY. TOTAL CLAIMS APPROVED - \$355,241.28. MOTION CARRIED. 5 AYES. 2 MEMBERS ABSENT (HENKE AND EHMAN).

Board member Henke arrived at this time.

### AUTO-PAY & TRANSFERS FOR THE MONTH OF JULY 2005:

Board Member Vaught asked why Cinergy is sometimes paid through Auto-Pay. Steve Saulter said that he had noticed that and was looking into it. It should be consistent. He will be looking into whether Auto-Pay is the best way to pay Cinergy, and then he will bring it to the board.

VAUGHT MOVED AND WHITEHART SECONDED THE MOTION TO APPROVE THE AUTO-PAY & TRANSFERS FOR THE MONTH OF JULY 2005 IN THE AMOUNT OF \$550,514.22. MOTION CARRIED. 6 AYES. 1 MEMBERS ABSENT (EHMAN).

MBNA CHARGE ACCOUNT PAYMENT - DATE ACCOUNT DUE - JULY 21, 2005:

EHRENMAN MOVED AND VAUGHT SECONDED THE MOTION TO APPROVE THE MBNA CHARGE ACCOUNT PAYMENT DATE ACCOUNT DUE JULY 21, 2005 IN THE AMOUNT OF \$7,751.07. MOTION CARRIED. 6 AYES. 1 MEMBER ABSENT (EHMAN).

OLD BUSINESS:

No old business was presented.

NEW BUSINESS:

No new business was presented.

SUBCOMMITTEE REPORTS:

Board President Swafford reported that no subcommittees had met.

STAFF REPORTS:

Mike Bengtson reported that on August 3<sup>rd</sup> John Trotter had reported to him that the Monroe Plant had experienced a 23.5 mgd hourly maximum pumping rate, which approaches the maximum the plant is capable of.

PETITIONS AND COMMUNICATIONS:

The Utilities Service Board presented Nora Whaley with a Certificate of Appreciation. Nora has worked for the City of Bloomington for 17 years, with the last 14 years in Utilities where she served as Secretary for the Board.

Board President Tom Swafford reported that there had been a meeting with Danis Industrial Construction Company to discuss issues with the Monroe Water Treatment Plant project. Mike Bengtson said that Friday, August 5<sup>th</sup> had been the substantial completion date. From that date forward Danis will be charged liquidated damages of \$1,000 per day.

ADJOURNMENT:

The meeting was adjourned at 5:20 p.m.

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L. Thomas Swafford, President

**INTERDEPARTMENTAL  
MEMO**

To: Tom Swafford, President  
Dept. Utilities Service Board  
Sub: Claims list filed: 08/17/05  
USB: 08/22/05 **PAID: 08/26/05**  
For Period: 07/25/05 - 08/05/05  
G/L Date: 08/26/05

From: Kim Robertson  
Dept. Accounts Payable  
Date: 8/18/05

Total of Water Utilities as per the claims list: \$135,384.26

Sub-Total Water Utility: \$135,384.26

Total of Wastewater Utilities as per the claims list: \$119,889.12

Sub-Total Wastewater Utility: \$119,889.12

Total of Stormwater Utility as per the claims list: \$6,394.22

Sub-Total Stormwater Utility: \$6,394.22

Total Water Utility: \$135,384.26

Total Wastewater Utility: \$119,889.12

Total Stormwater Utility: \$6,394.22

Total Water, Wastewater & Stormwater Utilities \$261,667.60

**UTILITIES SERVICE BOARD MOTION**  
**MEETING ON AUGUST 22, 2005**

Utilities Department claims filed with the City Controller August 18, 2005 and signed by the Utilities Service Board for payment August 26, 2005 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

FUND	AMOUNT	TOTAL NOT APPROVED	TOTAL APPROVED
WATER OPERATIONS & MAINT.	\$135,384.26		
WATER CONSTRUCTION			
WATER SINKING			
WATER HYDRANT RENTAL			
TOTAL WATER UTILITY	\$135,384.26		
WASTEWATER OPERATIONS & MAINT.	\$119,889.12		
WASTEWATER CONSTRUCTION			
WASTEWATER SINKING			
TOTAL SANITATION UTILITY	\$119,889.12		
WASTEWATER STORMWATER	\$6,394.22		
WASTEWATERSTORMWATER CONSTRUCTION			
TOTAL STORM WATER UTILITY	\$6,394.22		
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	\$261,667.60		

GL DATE: 08/26/05

# Register of Claims Report

## Report Parameters

Beginning Claim Number:

Ending Claim Number:

GL Date (Accounting Date): 26-AUG-05

# REGISTER OF CLAIMS

City of Bloomington Utilities  
Water and Wastewater Department  
For Period: \_\_\_\_\_ thru \_\_\_\_\_.

Paydate : 26-AUG-2005

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0530695	B B C PUMP AND EQUIPMENT CO INC	10,716.40	0.00	10,716.40	0.00	REPAIR HYDROMATIC PUMP @ SMITH RD LIFT STATION - LS, TD
0530696	BAUGH ENTERPRISES INC	81.00	0.00	81.00	0.00	1,000 TIME OFF REQUEST/ABSENT REPORT - DR
0530697	BLOOMINGTON HOSPITAL	108.00	0.00	108.00	0.00	OH ADMINISTER VACCINE/TOXOID SINGLE, OH HEPATITIS A & B COMBINATION VACCINE - 6/14/05 - C ALLGOOD - BP
0530698	BLOOMINGTON HOSPITAL	108.00	0.00	108.00	0.00	OH ADMINISTER VACCINE/TOXOID SINGLE, OH HEPATITIS A & B COMBINATION VACCINE - 6/15/05 - O LUCAS - BP
		108.00	0.00	108.00	0.00	OH ADMINISTER VACCINE/TOXOID SINGLE, OH HEPATITIS A & B COMBINATION VACCINE - 7/26/05 - O LUCAS - BP
0530698 total amount		\$216.00	\$0.00	\$216.00	\$0.00	
0530699	BLOOMINGTON SUPPLY CORP	340.95	0.00	340.95	0.00	MISC COPPER ELBOWS, REDUCERS, COUPLINGS, UNIONS, TEES, HANGERS, COPPER PIPE - DR
0530700	BEARING HEADQUARTERS COMPANY	1,001.00	0.00	1,001.00	0.00	SEAL MASTER PILLOW BLOCK BEARING & BEARING INSERTS FOR ROTARY SCREENS @ DILLMAN WWTP - DR
0530701	CINTAS FIRST AID & SAFETY	61.08	0.00	61.08	0.00	REFILL FIRST AID CABINET @ BLUCHER POOLE - 7/21/05 - BP
0530702	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	595.85	0.00	595.85	0.00	150 FLR LAMPS, 11 CS SPRAY DEGREASER, 9 BUG LAMPS - DR
0530703	CUMMINS MID STATE POWER INC	31,140.00	0.00	31,140.00	0.00	DIESEL GENSET GENERATOR, TRANSFER SWITCH - (S02-4603-C) - ENG
0530704	DRUMMOND AMERICAN CORPORATION	412.82	0.00	412.82	0.00	12 PROBE SPRAY LUB, 12 FREEWAY ANTI-SEIGE - BP
0530705	ENVIRONMENTAL SERVICES GROUP LAB INC	95.00	0.00	95.00	0.00	TESTING - DIGESTOR SLUDGE #2 - 7/14/05 - DR
		85.00	0.00	85.00	0.00	TESTING - EFFLUENT COMP - 7/21/05 - DR
		85.00	0.00	85.00	0.00	TESTING - RAW COMPOSITE - 7/14/05 - DR
0530705 total amount		\$265.00	\$0.00	\$265.00	\$0.00	
0530706	GAC MIDAMERICA INC	1,476.48	0.00	1,476.48	0.00	ALUM - DELIVERED TO DILLMAN WWTP - 7/28/05 - DR
0530707	GORDON, JIM INC	215.76	0.00	215.76	0.00	2 SHARP TONER FOR FAX MACHINE - BP
0530708	GRAVES PLUMBING COMPANY, INC	5,776.00	0.00	5,776.00	0.00	LABOR TO INSTALL FLOW TUBE & PIPE GASKETS ON BACK WASH FLOW METER - DR
0530709	INDIANA OXYGEN CO	59.51	0.00	59.51	0.00	CYLINDER RENTAL @ DILLMAN WWTP - 7/31/05 - DR
0530710	KONE INC	117.28	0.00	117.28	0.00	SERVICE CONTRACT FOR ELEVATOR MAINTENANCE @ DILLMAN WWTP - 7/01 - 7/31/05 - DR
0530711	NATIONAL WATERWORKS INC	53.83	0.00	53.83	0.00	1 6" C900-SDR 35 COUPLER - TD, PUR
0530712	PERKIN ELMER LLC	743.40	0.00	743.40	0.00	100ML MATRIX MODIFIER FOR AA FURNACE, 50ML MATRIX FOR MODIFIER FOR AA FURNACE, 100ML CRDL STANDARD - LAB

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0530713	PERMA USA LP	1,621.54	0.00	1,621.54	0.00	50 GREASE CANISTERS FOR #1 & #2 BELT PRESS - BP
0530714	PRAXAIR GAS TECH	80.53	0.00	80.53	0.00	2 ACETYLENE, 1 AA GRADE ARGON - LAB
0530715	REPUBLIC SERVICE OF INDIANA LP	262.44	0.00	262.44	0.00	HAULING FEE FOR TRASH DISPOSAL @ DILLMAN WWTP - 7/29/05 - DR
0530716	ROBINSON CONSTRUCTION MANAGEMENT INC	80.00	0.00	80.00	0.00	STRAW BLOWER RENTAL - 7/25/05 - (S02-4603-C) - TD
0530718	ROGERS GROUP INC	443.26	0.00	443.26	0.00	FILL SAND FOR DRYING BEDS @ DILLMAN WWTP - 7/12 - 7/14/05 - DR
0530719	SCOTTSDALE INSURANCE COMPANY	390.00	0.00	390.00	0.00	INSURANCE INVESTIGATOR FOR INSURANCE DEDUCTABLE FOR A CLAIM FILED IN JANUARY 2005 - CUSTOMER HAD A SEWER BACK-UP ON PROPERTY - THIS AMOUNT FALLS UNDER OUR GENERAL LIABILITY DEDUCTABLE - ACCT
0530720	U S FILTER IONPURE INC	111.70	0.00	111.70	0.00	DIMB10025FFP/TANK MIXED BED TYPE 1, .25 CF, FG, FLT, HD, GEN @ BLUCHER POOLE - 7/25/05 - BP
0530721	ULRICH CHEMICAL INC	5,656.44	0.00	5,656.44	0.00	4 TOTES OF SODIUM BISULFITE - DELIVERED TO DILLMAN WWTP - 7/28/05 - DR
		-5,000.00	0.00	-5,000.00	0.00	CREDIT MEMO FOR RETURNED CONTAINERS - 7/28/05 - DR
0530721	total amount	\$656.44	\$0.00	\$656.44	\$0.00	
0530722	ULRICH CHEMICAL INC	1,194.00	0.00	1,194.00	0.00	CHLORINE - DELIVERED TO BLUCHER POOLE WWTP - 7/25/05 - BP
		-260.50	0.00	-260.50	0.00	CREDIT MEMO FOR 1 CYLINDER OF SULFUR DIOXIDE - 6/16/05 - BP
		-750.00	0.00	-750.00	0.00	CREDIT MEMO FOR RETURNED CONTAINERS - 7/25/05 - BP
0530722	total amount	\$183.50	\$0.00	\$183.50	\$0.00	
0530723	VAL MATIC VALVE AND MANUFACTURING CORP	824.14	0.00	824.14	0.00	2 8" VALMATIC CHECK VALVES - TO REPLACE VALVE ON SURFACE WASH PUMPS IN FILTER BUILDING - DR
0530724	TERMINEX INTERNATIONAL	95.00	0.00	95.00	0.00	GENERAL PEST CONTROL @ DILLMAN WWTP - 7/12/05 - DR
0530725	TRI STATE BEARING COMPANY INC	129.02	0.00	129.02	0.00	BEARINGS TO BE USED TO REBUILD PUMP @ PLYMOUTH LIFT STATION - LS, TD
0530726	ZEP MANUFACTURING CO	122.75	0.00	122.75	0.00	1 CS CHERRY BOMB HAND CLEANER, LAUNDRY SOAP - BP
0570092	IRVING MATERIALS INC	133.50	0.00	0.00	133.50	CONCRETE - STORM @ 7TH & DUNN - 7/28/05 - SW, TD
		75.00	0.00	0.00	75.00	CONCRETE - STORM @ 7TH & GRANT - 7/22/05 - SW, TD
		255.50	0.00	0.00	255.50	CONCRETE - STORM @ SOUTH HIGH ST - 7/20/05 - SW, TD
		182.50	0.00	0.00	182.50	CONCRETE - STORM @ SOUTH HIGH ST - 7/21/05 - SW, TD
0570092	total amount	\$646.50	\$0.00	\$0.00	\$646.50	
0591097	BLACK LUMBER CO INC	7.97	7.97	0.00	0.00	1 32-GAL TRASH CAN - TD
		-6.30	-6.30	0.00	0.00	CREDIT FOR RETURNED ITEM PER RACHEL ATZ - DIR
		13.31	0.00	0.00	13.31	PVC PIPE & PVC ELBOW FOR STORM @ SMITH & DAVISON - SW, TD
0591097	total amount	\$14.98	\$1.67	\$0.00	\$13.31	

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0591098	BLOOMINGTON HOSPITAL	50.00	20.00	30.00	0.00	OH ADMINISTER VACCINE/TOXOID SINGLE, OH HEPATITIS B VACCINE - 7/12/05 - S HASTINGS - TD
		39.00	15.60	23.40	0.00	OH D/A DOT DRUG SCREEN - 7/19/05 - T SPARKS - TD
		39.00	15.60	23.40	0.00	OH D/A DRUG SCREEN - 7/12/05 - D CARDWELL - TD
		39.00	15.60	23.40	0.00	OH D/A DRUG SCREEN - 7/12/05 - E LOVE - TD
		39.00	15.60	23.40	0.00	OH D/A DRUG SCREEN - 7/12/05 - G LUCAS - TD
		27.00	10.80	16.20	0.00	OH DOT/NIDA BAT - 6/15/05 - S DOMBROSKI - TD
		27.00	10.80	16.20	0.00	OH DOT/NIDA BAT - 6/15/05 - S RUNYON - TD
		27.00	10.80	16.20	0.00	OH DOT/NIDA BAT - 7/13/05 - J MOORE - TD
0591098 total amount		\$287.00	\$114.80	\$172.20	\$0.00	
0591099	CARTRICHARGE C C I	677.71	271.08	406.63	0.00	BLACK, YELLOW, CYAN, MAGENTA COLOR CARTRIDGES FOR HP 2550, DRUN FOR HP 2550 - SC
0591100	CARTRICHARGE C C I	75.00	30.00	45.00	0.00	SERVICE CALL ON HP 4050TN - SC
0591101	CARTRICHARGE C C I	350.00	140.00	210.00	0.00	REPAIR PRINTING - REPLACE FUSING ASSY - TD
0591102	CASSADY ELECTRICAL CONTRACTORS INC	340.45	136.18	204.27	0.00	3 CIRCUITS FOR POP, ICE & VENDING MACHINE IN GARAGE AREA - SC, TD
0591103	CINERGY	2,785.54	927.84	1,857.70	0.00	SERVICE - EAST WATER TANK, SOUTH TANK, KNIGHTRIDGE BS, PARK RIDGE LS, GRIFFY, PLYMOUTH LS, E SMITH & WASHINGTON LS, MONROE & 17TH BS, SHEFFIELD LS, N CURRY PK TANK, WEYMOUTH LS - 5/12 - 6/15/05 - BS, GR, TD, LS
0591104	ANBRO ELECTRIC CO INC	1,656.00	1,656.00	0.00	0.00	REPLACE LIGHT POLE, LIGHT FIXTURE LOCATED AT THE ENTRANCE OF MONROE WTP - MN
0591105	BREHOB CORPORATION	720.00	720.00	0.00	0.00	LABOR & MATERIAL TO TROUBLESHOOT / REPAIR HANKISON AIR DRYER - MN
0591106	BREHOB CORPORATION	38.45	38.45	0.00	0.00	3 POWERFEED, 5 TRANSFER BUTTON FOR INSUL 8 CONDUCTOR-BAR COMPONENTS - USED TO REPAIR CHLORINE HOIST - MN
0591107	CINERGY	22.10	0.00	22.10	0.00	SERVICE - CEDARVIEW SIMMS LIFT STATION - 6/27 - 7/28/05 - LS
		33,534.96	0.00	33,534.96	0.00	SERVICE - DILLMAN WWTP - 6/27 - 7/27/05 - DR
		197.81	197.81	0.00	0.00	SERVICE - DOGWOOD BOOSTER STATION - 6/29 - 7/29/05 - BS
		52.22	0.00	52.22	0.00	SERVICE - INDUSTRIAL LIFT STATION - 6/24 - 7/26/05 - LS
		106.46	0.00	106.46	0.00	SERVICE - MICRO MOTORS LIFT STATION - 6/28 - 7/28/05 - LS
		22,353.30	22,353.30	0.00	0.00	SERVICE - MONROE INTAKE - 7/05 - 8/03/05 - MN
		22,456.57	22,456.57	0.00	0.00	SERVICE - MONROE WTP - 7/05 - 8/03/05 - MN
		345.13	0.00	345.13	0.00	SERVICE - TAMARRON LIFT STATION - 6/29 - 7/29/05 - LS
0591107 total amount		\$79,068.55	\$45,007.68	\$34,060.87	\$0.00	
0591108	CINTAS FIRST AID & SAFETY	47.00	18.80	28.20	0.00	4 PKG ALCOHOL WIPES, 2 PKG ELASTIC STRIPS, 2 PKG JUNIOR ELASTIC STRIPS FOR SERVICE CENTER - SC
0591109	CITY OF BLOOMINGTON	630.58	238.33	392.25	0.00	FUEL CHARGES - 5/29 - 5/31/05 - TD, MS, SC, DR
0591110	CITY OF BLOOMINGTON	14,487.13	5,536.94	8,950.19	0.00	JUNE 2005 - FUEL CHARGES - MN, TD, MS, DIR, SC, PUR, ENG, BP, DR
0591111	COLUMBUS INDUSTRIAL ELECTRIC INC	181.60	181.60	0.00	0.00	3HP ELECTRIC FAN MOTOR TO BE USED @ SOUTH CENTRAL BOOSTER - BS, TD
0591112	COMMERCIAL SAFETY SYSTEMS	850.00	283.33	566.67	0.00	ANNUAL HAZWOPPER TRAINING FOR DILLMAN, BLUCHER & MONROE PLANTS - 7/13/05 - MN, DR, BP

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0591113	COSNER'S ICE CO	112.50	45.00	67.50	0.00	125 BAGS OF ICE - DELIVERED 7/26/05 - TD
		18.00	7.20	10.80	0.00	20 BAGS OF ICE - DELIVERED 8/01/05 - TD
		40.50	16.20	24.30	0.00	45 BAGS OF ICE - DELIVERED 7/29/05 - TD
0591113	total amount	\$171.00	\$68.40	\$102.60	\$0.00	
0591114	CROWE CHIZEK AND COMPANY LLP	16,390.00	5,463.33	5,463.33	5,463.34	PROFESSIONAL FINANCIAL CONSULTING SERVICES - PRELIMINARY RATE & FINANCIAL REPORT, BOND ANTICIPATION, IURC PREPARING CONFERENCE - PERIOD ENDING 7/14/05 - DIR
0591115	SAVE IT NOW / DODSON GROUP INC	130.92	52.37	78.55	0.00	MISC PAPER CLIPS, MISC PENS, POST IT NOTES, SCISSORS, STENO PADS, PUSH PINS - CR
0591116	FISHER SCIENTIFIC PRODUCTS	461.80	0.00	461.80	0.00	GL FILTR PAPER, GLASS FBR PPR G4 2.4 CM - LAB
		3,480.08	2,052.62	1,427.46	0.00	MISC LAB SUPPLIES, MISC TUBING, PIPETS, FLASK FILTERING, PETRI DISH, BUFFERS - LAB
		288.93	0.00	288.93	0.00	TR METAL 1,100ML, NITROGEN STD 1000PPM 500ML, PHOSPHATE P STD 50PPM 500ML, SILVER NITRATE .0192N 500ML - LAB
0591116	total amount	\$4,230.81	\$2,052.62	\$2,178.19	\$0.00	
0591117	GAC MIDAMERICA INC	1,635.43	1,635.43	0.00	0.00	ALUM - DELIVERED TO MONROE WTP - 7/26/05 - MN
0591118	GORDON, JIM INC	620.00	248.00	372.00	0.00	CYAN & MAGENTA TONER FOR HP 5500 - SC, ENG
0591119	HACH COMPANY	402.70	190.50	212.20	0.00	2 DPD TOTAL CHLORINE REAGENTS, DPD SWIFTEST DISPENSER, CHLORINE STANDARDS KIT, 2 BOD NITRIFICATION INHIBITER - LAB
0591120	HARRIS HEATING AND AIR CONDITIONING	113.50	45.40	68.10	0.00	40 VA TRANSFORMER FOR WASHINGTON ST STORAGE - SC
0591121	HENDRICKS LOCKSMITH AND SERVICE INC	20.00	20.00	0.00	0.00	MONTHLY ALARM MONITORING @ GRIFFY - AUGUST 2005 - GR
0591122	HUGHES SUPPLY INC	5,649.00	5,649.00	0.00	0.00	280' 12" HDPE, 300' 15" HDPE, 180' 18" HDPE, 20' 24" HDPE, 15 36"x48" LONG VALVE BOX W/LID, 6 2"x5" COMPRESSION COUPLING - INVENTORY
0591123	HYDRASERVE INC	1,298.03	1,298.03	0.00	0.00	REPAIR 5 HP FLYGT 3101 SUBMERSIBLE PUMP, REWIND STATOR, REPLACE O-RINGS, MECH SEAL - MN
0591124	IDEXX DISTRIBUTION INC	1,377.81	1,377.81	0.00	0.00	14 SAMPLE BOTTLE 100ML STERILIZED DISPOSABLE - LAB
0591125	IEI FINANCIAL SERVICES LLC	140.03	56.01	84.02	0.00	COLLECTION AGENCY FEE - COLLECTION OF DEBIT ON OLD ACCOUNTS - 7/01 - 7/15/05 - AR
0591126	INDIANA OXYGEN CO	122.73	122.73	0.00	0.00	AA GRADE ACETYLENE - 7/21/05 - LAB
0591127	INDIANA UNDERGROUND PLANT PROTECTION	2,358.90	943.56	1,415.34	0.00	QUARTERLY PER TICKET FEE - 2,621 @ .90 EA - 4/01/05 - 6/30/05 - TD
0591128	IRVING MATERIALS INC	539.00	539.00	0.00	0.00	CONCRETE - RETIRE 6" MAIN @ MORTON & GRIMES - 7/26/05 - TD
		577.50	385.00	192.50	0.00	CONCRETE - RETIRE WATER MAIN, INSTALL NEW SEWER LATERAL @ ROGERS & GRIMES - 7/25/05 - TD
0591128	total amount	\$1,116.50	\$924.00	\$192.50	\$0.00	
0591129	KIVA NETWORKING	22.95	9.18	13.77	0.00	DIAL UP INTERNET ACCESS - TO SERVE AS BACK-UP TO EOC - 8/01 - 9/01/05 - SC
0591130	KLEINDORFER HARDWARE	994.56	994.56	0.00	0.00	MISC PARTS & SUPPLIES - 7/01 - 7/28/05 - BP, LS, TD, DR, MN
0591131	MASTER RENTAL	33.64	13.46	20.18	0.00	WASH DOWN GUN FOR DITCH WITCH - TD
0591132	MAXWELLS OFFICE SUPPLY	34.72	13.89	20.83	0.00	2 BX KEYBOARD WIPES, 2 PKG POST-IT NOTES, 2 NOTE CUBES - TD

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0591133	MONROE COUNTY GOVERNMENT	14.00	4.00	10.00	0.00	COPIES MADE AT MONROE COUNTY RECORDERS OFFICE - 6/09 - 6/22/05 - ENG
0591134	NATIONAL WATERWORKS INC	4,239.42	4,239.42	0.00	0.00	20 3/4" IP-COP MALE, 20 3/4" IP-COP FEMALE, 25 2"X1" HEX BUSHING, 25 2"X3/4" HEX BUSHING, 7 1"X 1 1/2" HEX BUSHING, 14 1 1/2" BALL CORP, 15 1 1/2" BALL VALVE COP-IP, 12 2" BALL CORP, 25 2"X3" BRASS NIPPLE, MISC BRASS NIPPLES - INVENTORY
0591135	NATIONAL WATERWORKS INC	8,899.20	8,899.20	0.00	0.00	10 8"x2" SERVICE SADDLE, 6 2" BRASS BALL CORP, 10 2" BALL VALVE, 10 2" BRASS THREE PART UNION, 960' 2" COPPER, 5 ROUND PIT RING - INVENTORY
		4,977.99	4,977.99	0.00	0.00	15 30X30 METER PITS, 6 2" DUAL HI BYPASS SETTER 21" - INVENTORY
		6,360.94	6,360.94	0.00	0.00	5 2" BRASS BALL COPR, 15 ROUND PIT RING & LID, 30 MONITOR GOV FLG, 2 CREDIT MEMOS - INVENTORY
0591135 total amount		\$20,238.13	\$20,238.13	\$0.00	\$0.00	
0591136	NATIONAL WATERWORKS INC	8,211.10	8,211.10	0.00	0.00	15 6" MJ GATE VALVE, 6"X8" REDUCER, 7 6"X8" MJ TEE, 10 8"X1" SWIVEL ANCHOR COUPLING, 7 24"X36" FRAME, 7 24"X36" GRATE, 4 4" DUO SLEEVE MJ, 24 DUCK LUGS - TD & INVENTORY
0591137	OMNI-SITE.NET	778.30	311.32	466.98	0.00	MONTHLY CELLULAR FEE FOR XR-50 OMNI-SITE - 7/01 - 7/31/05 - ENG
0591138	ONE CALL COMMUNICATIONS INC	159.56	63.82	95.74	0.00	LONG DISTANCE CHARGES FOR ALL UTILITIES DEPARTMENTS - JULY 2005 - SC
0591139	R B S BUILDING MATERIAL DISTRIBUTOR	417.81	167.12	250.69	0.00	1 PALLET MORTAR MIX, 1 PALLET CONCRETE BRICKS, 1 CREDIT MEMO FOR PALLET - STOCK - TD
0591140	REPUBLIC SERVICE OF INDIANA LP	106.54	106.54	0.00	0.00	HAULING FEE FOR TRASH DISPOSAL @ LAKE LEMON - 7/29/05 - LL
0591141	ROBINSON CONSTRUCTION MANAGEMENT INC	239.88	95.95	143.93	0.00	12 FLASHING LIGHT BARRICADES - TD
0591142	ROGERS GROUP INC	116.23	47.17	0.00	69.06	ASPHALT - WATER LINE @ GRIMES & ROGERS, STORM @ 7TH & GRANT - 7/22/05 - SW, TD
0591143	ROGERS GROUP INC	116.28	116.28	0.00	0.00	#53 STONE - WATER LINE @ 7TH ST - 7/05 - 7/06/05 - TD
0591144	ROGERS GROUP INC	2,922.37	1,450.60	1,269.76	202.01	#2, #5, #11, COMM #53 A STONE - 6/27 - 7/01/05 - (S02-4603-C), STORM @ SMITH & DAVIDSON, WATER LINE @ 7TH & DUNN, WATER LINE @ 5TH & MAPLE, STOCK, WATER @ W 11TH, WATER @ MCNEAL - SW, TD
0591145	SBC AMERITECH	166.30	166.30	0.00	0.00	SERVICE - BARGE LANE TANK - 7/13 - 8/12/05 - BS
0591146	SOUTHSIDE RENTAL CENTER INC	69.84	27.94	41.90	0.00	PROPANE FOR FORKLIFTS - 6/30/05 - SC
0591147	SOUTHSIDE RENTAL CENTER INC	65.47	26.19	39.28	0.00	PROPANE FOR FORKLIFTS - 7/18/05 - SC
0591148	STATE OF INDIANA	4.00	1.60	2.40	0.00	FEE TO RELEASE LIEN ON LEASED ASSETS PURCHASED FROM SUNTRUST LEASING - ACCT
0591149	STINE, RON	22.50	22.50	0.00	0.00	MILEAGE REIMBURSEMENT FOR 2 EMERGENCY CALL-OUTS - 7/26/05 & 7/27/05 - PUR
0591150	ULRICH CHEMICAL INC	365.54	365.54	0.00	0.00	3 55-GAL DRUMS SODIUM BISULFITE - DELIVERED TO MONROE WTP - 7/18/05 - MN
0591151	UNDERWRITERS LABORATORIES INC	185.00	185.00	0.00	0.00	TESTING - UV254, TOTAL ORGANIC COMPOUNDS, DISSOLVED ORGANIC COMPOUNDS - 7/25/05 - MN
0591152	UNITED PARCEL SERVICE	129.43	1.92	127.51	0.00	SHIPPING CHARGES - 7/27 - 7/28/05 - TD, ACCT

Claim NBR	Name of Claimant	Total Claim Amount	Water Amount	Wastewater Amount	Stormwater Amount	Memorandum
0591153	UTILITY SUPPLY	1,398.21	1,398.21	0.00	0.00	11 ROUND PIT RING & LID - INVENTORY
0591154	UTILITY SUPPLY	3,790.54	3,790.54	0.00	0.00	1 24" MJ BUTTERFLY VALVE, 2 MJ GASKETS - INVENTORY
0591155	VECTREN	171.55	171.55	0.00	0.00	1" PLASTIC SERVICE DAMAGE BY BACKHOE @ 4982 RIDGEWOOD DR - TD
0591156	W R C OUTDOOR POWER EQUIPMENT LLC	37.24	37.24	0.00	0.00	THROTTLE CABLE FOR GATOR @ MONROE WTP - MN
0591157	WATER WORKS SUPPLIES	112.00	112.00	0.00	0.00	4 14" VALVE BOX EXTENSIONS - INVENTORY
0591158	WATER WORKS SUPPLIES	775.00	775.00	0.00	0.00	100 FORD KEY VALVE LOCK CAPS - MS, TD
0591159	WATER WORKS SUPPLIES	7,267.58	7,267.58	0.00	0.00	10 6"X2' COUPLING, MJ SLEEVE, 50 24"X24" METER PIT, 15 30"X30" METER PIT, 15 24"X36" VALVE BOX, 2 4" MJ VALVE, 5 4" MJ GATE VALVE, 40 2" NIPPLE, 10 2"X6" SERVICE SADDLE, 10 6" MJ 45 BEND, 40 8" GLANDS, 350 T-BOLTS, 120 LUBE - TD, INVENTORY
0591160	WATER WORKS SUPPLIES	7,935.25	7,935.25	0.00	0.00	25 6" MEGALUG KITS, 50 8" MEGALUG KITS, 100 20"X24" EXTENSION RINGS, 4 #60 VALVE BOX EXTENSIONS, 25 6" CL-PL MISSION COUPLINGS - INVENTORY
0591161	XPEDX	307.60	123.04	184.56	0.00	5 CS ACCUWIPES, 1 CS KLEENEX JUMBO TISSUE - SC
0591162	WHITE RIVER CO OP	500.00	500.00	0.00	0.00	250 GALLONS DIESEL FUEL FOR OFF ROAD VEHICLES @ MONROE WTP - 7/25/05 - MN
0591163	XPEDX	104.05	41.62	62.43	0.00	1 CS PAPER COLD CUP JAZZ 6 OZ, 1 CS KLEENEX JUMBO TISSUE - SC
0591165	XPEDX	183.80	183.80	0.00	0.00	1 CS C-FOLD TOWELS, 1 CS KIMWIPES, 1 CS TISSUE - 5/31/05 - MN
0591166	CINTAS CORP	2,416.68	719.01	1,697.67	0.00	UNIFORM SERVICE - JULY 2005 - LAB, TD, ENG, SC, PUR, MN, BP, DR
<b>Total Claims Amount -</b>		<b>\$261,667.60</b>	<b>\$135,384.26</b>	<b>\$119,889.12</b>	<b>\$6,394.22</b>	

## **DEPARTMENTS**

ACCT	=	Accounting
BP	=	Blucher Poole WWTP
BS	=	Booster Station
COMM	=	Communications
CR	=	Customer Relations
DIR	=	Directors Office
DR	=	Dillman WWTP
ENG	=	Engineering
ES	=	Environmental Services
GR	=	Griffy WTP
LAB	=	Laboratory
LL	=	Lake Lemon
LS	=	Lift Station
MN	=	Monroe WTP
MS	=	Meter Service
PUR	=	Purchasing
SC	=	Service Center or (USB)
SW	=	Stormwater
TD	=	Transmission & Distribution
WT	=	Winston Thomas



## INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

*We make Indiana a cleaner, healthier place to live.*

Mitchell E. Daniels, Jr.  
Governor

Thomas W. Easterly  
Commissioner

100 North Senate Avenue  
Indianapolis, Indiana 46204-2251  
(317) 232-8603  
(800) 451-6027  
[www.IN.gov/idem](http://www.IN.gov/idem)

July 27, 2005

Patrick Murphy, Director  
City of Bloomington Utilities  
P.O. Box 1216  
Bloomington, Indiana 47402-1216

Dear Mr. Murphy:

In December of 2002, the Indiana Department of Environmental Management (IDEM) issued a Notice of Violation, designated as Case No. 2002-11583-W, to the City of Bloomington for unauthorized discharges from the City's sanitary sewer system, commonly referred to as "sanitary sewer overflows." Subsequent to the issuance of the Notice of Violation, IDEM and the City attempted to negotiate an Agreed Order that would, among other things: incorporate and require implementation of a Compliance Plan developed by the City for eliminating sanitary sewer overflows, and incorporate and require implementation of wet weather operating procedures for the City's Dillman Road and Blucher Poole wastewater treatment plants that are designed to minimize sanitary sewer overflows during the period that the Compliance Plan is being implemented.

During the course of the Agreed Order negotiations, the City advised IDEM that during the period of implementation of the Compliance Plan, it would be possible to minimize the frequency, duration, and volume of sanitary sewer overflows by transporting higher volumes of wastewater to its wastewater treatment plants for treatment. However, the City raised the issue that transporting higher volumes of wastewater to its wastewater treatment plants may result in violations of mass effluent limitations contained in the City's National Pollutant Discharge Elimination System (NPDES) Permits<sup>1</sup>, thereby subjecting the City to additional enforcement action by IDEM. Due to this issue, the City was unwilling to resolve the aforementioned Notice of Violation through an Agreed Order. Therefore, IDEM issued a unilateral Notice and Order of the Commissioner, requiring, among other things, the implementation of a Compliance Plan designed to eliminate sanitary sewer overflows, and the implementation of wet weather operating procedures for the City's Dillman Road and Blucher Poole wastewater treatment plants designed to minimize sanitary sewer overflows during the period that the Compliance Plan is being implemented. The City filed, with the Indiana Office of Environmental Adjudication (OEA), a petition for review of the unilateral Notice and Order of the Commissioner. That matter, which is currently pending before OEA, is designated as Cause No. 05-W-E-3535.

<sup>1</sup> Throughout this letter, the phrase "NPDES Permits" refers collectively to the NPDES Permit issued to the City for its Dillman Road and Blucher Poole wastewater treatment plants, and the associated wastewater collection systems.

Additionally, in May of 2004, IDEM issued to the City a renewal of NPDES Permit No. IN0035718, which regulates the City's Dillman Road wastewater treatment plant and the associated wastewater collection system. The City filed, with OEA, a petition for review of the renewal NPDES permit, contesting the mass effluent limitations for CBODs and TSS contained therein. That matter, which is currently pending before OEA, is designated as Cause No. 04-W-J-3366.

In its petitions for review pertaining to both Cause No. 04-W-J-3366 and Cause No. 05-W-E-3535, the City raises the issue that transporting higher volumes of wastewater to its wastewater treatment plants, in order to minimize the occurrence of sanitary sewer overflows, may result in violations of the mass effluent limitations for CBODs and TSS that are contained in the City's NPDES Permits, thereby subjecting the City to additional enforcement action by IDEM.

IDEM acknowledges the issue raised by the City, and believes that it is preferable, from an environmental standpoint, for the City to transport and provide treatment to wastewater which would otherwise be discharged, untreated, through sanitary sewer overflow points. Therefore, IDEM will exercise its enforcement discretion and not initiate an action against the City for violations of mass effluent limitations for CBODs and TSS contained in its NPDES Permits, as long as the following conditions are met:

1. The City enters into an Agreed Order that resolves IDEM Case No. 2002-11583-W, and said Agreed Order incorporates and requires implementation of a Compliance Plan for eliminating sanitary sewer overflows, incorporates and requires implementation of wet weather operating procedures for the City's Dillman Road and Blucher Poole wastewater treatment plants that are designed to minimize sanitary sewer overflows during the period of Compliance Plan implementation, and incorporates other appropriate requirements, such as those contained in the proposed Agreed Order provided to the City by IDEM on June 15, 2004.
2. The City and the City of Bloomington Utilities, upon adoption of an Agreed Order that resolves IDEM Case No. 2002-11583-W, stipulate to the dismissal of Cause No. 05-W-E-3535, and withdraw the petition for review filed in Cause No. 04-W-J-3366.
3. The City maintains compliance with the terms of the Agreed Order entered in Case No. 2002-11583-W, including the Compliance Plan for eliminating sanitary sewer overflows that is incorporated therein. In the event that the City seeks, under the terms of the Agreed Order, an extension of a Compliance Plan milestone date, and, while the request is under review by IDEM the milestone date passes, the City shall not be deemed to have failed to satisfy this condition, unless/until IDEM denies the City's request for an extension of the milestone date.
4. The City submits to IDEM, within five (5) days of becoming aware of a mass effluent limitation violation, documentation that:
  - a. All concentration effluent limitations contained in the City's NPDES Permits were met;
  - b. The City operated its wastewater treatment plants (both Dillman Road and Blucher Poole) as effectively and efficiently as possible during the period in which the mass effluent limitation violation occurred. This condition shall be satisfied if the City

produces documentation that it operated its wastewater treatment plants in a manner consistent with the operating procedures incorporated into the Agreed Order, entered in Case No. 2002-11583-W.

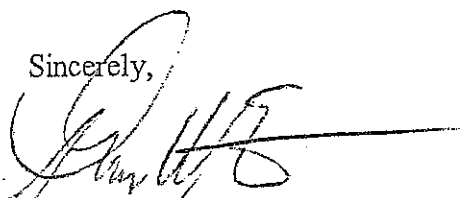
- c. The mass effluent limitation violation occurred directly as a result of the City's efforts to treat as much flow as possible during wet weather in order to minimize sanitary sewer overflows.
  - d. The mass effluent limitation violation did not result in a violation of any minimum water quality condition, as set forth in 327 IAC 2-1-6(a).
5. The City does not appeal, or otherwise contest, any of the mass effluent limitations contained in either of its NPDES Permits, or any modifications or renewals thereof that occur while the Agreed Order entered in Case No. 2002-11583-W is in effect. This condition does not preclude the City from seeking a modification of the Dillman Road NPDES Permit to include the reopening clause described below.

In the event that a mass effluent limitation violation occurs, and IDEM determines that one or more of the above conditions has not been satisfied, IDEM may, at its discretion, initiate an enforcement action against the City for the violation. In addition, the enforcement discretion provided by this letter will expire upon close-out of the Agreed Order entered in Case No. 2002-11583-W.

IDEM further believes that, given currently available information, modification of the mass effluent limitations contained in the Dillman Road NPDES Permit, as is sought by the City under Cause No. 04-W-J-3366, is not warranted at this time. However, in recognition of the City's concern, IDEM intends to modify the City's Dillman Road NPDES Permit, subject to public notice and opportunity for comment, to include an additional reopening clause, which will allow the permit to be reopened, and the mass effluent limitations for TSS and/or CBODs to be modified, if certain conditions are satisfied.

If you have any questions, please contact Ms. Hala Silvey, with IDEM's Office of Legal Counsel, at (317)233-1208.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Easterly", with a long horizontal flourish extending to the right.

Thomas W. Easterly  
Commissioner



100 North Senate Avenue  
Indianapolis, Indiana 46204-2251  
(317) 232-8603  
(800) 451-6027  
[www.IN.gov/idem](http://www.IN.gov/idem)

Case No. 2002-11583-W

2. Respondent is the City of Bloomington ("Respondent"), which owns and operates a publicly owned treatment works that includes a wastewater collection system and two wastewater treatment plants (collectively referred to as the "WWTPs") located in the City of Bloomington, in Monroe County, Indiana. One of the wastewater treatment plants, known as the "Dillman Road WWTP," is located at 100 West Dillman Road. The Respondent is authorized by National Pollutant Discharge Elimination System (NPDES) Permit No. IN 0035718 (the "Dillman Road Permit") to discharge treated wastewater from the Dillman Road WWTP to receiving waters named Clear Creek, in accordance with effluent limitations, monitoring requirements, and other terms and conditions contained therein. The other wastewater treatment plant, known as the "Blucher Poole" wastewater treatment plant, is located at 5555 N. Bottom Road. The Respondent is authorized by NPDES Permit No. IN 0035726 (the "Blucher Poole Permit") to discharge treated wastewater from the Blucher

Poole WWTP to receiving waters named Bean Blossom Creek, in accordance with effluent limitations, monitoring requirements, and other terms and conditions contained therein.

3. The Indiana Department of Environmental Management ("IDEM") has jurisdiction over the parties and the subject matter of this action.
4. Pursuant to IC 13-30-3-3; on December 12, 2002, IDEM issued a Notice of Violation via Certified Mail to:

The Honorable John Fernandez, Mayor  
City of Bloomington  
P.O. Box 100  
Bloomington, Indiana 47402

5. Pursuant to 327 IAC 5-2-2, any discharge of pollutants into the waters of the state as a point source discharge, except for exclusions made in 327 IAC 5-2-4, is prohibited unless in conformity with a valid NPDES permit obtained prior to the discharge.
6. Pursuant to IC 13-30-2-1, a person may not discharge, emit, cause, allow, or threaten to discharge, emit, cause, or allow any contaminant or waste, including any noxious odor either alone or in combination with contaminants from other sources, into the environment in any form that causes or would cause pollution that violates or would violate rules, standards, or discharge or emission requirements adopted by the appropriate board under the environmental management laws.
7. A review of IDEM records for January 1, 2000 through June 30, 2002 revealed that the Respondent reported the occurrence of discharges of untreated sewage from its wastewater collection system during 18 days in 2000, during 32 days in 2001, and during 26 days in 2002. These discharges were not in conformity with a valid NPDES Permit and therefore were in violation of 327 IAC 5-2-2 and IC 13-30-2-1.
8. In a correspondence submitted to IDEM dated March 24, 2003, the Respondent included a summary of previous corrective actions taken by the Respondent to address the discharges of untreated sewage from its wastewater collection system. A revised summary of previous corrective actions was included in additional correspondence submitted to IDEM dated September 18, 2003. These corrective actions include those set forth in "Attachment A" of this Agreed Order.
9. The Respondent has developed a Compliance Plan, which is included in this Agreed Order as "Attachment B," for eliminating discharges from its wastewater collection system and installing either an ultraviolet light disinfection system or a dechlorination system.

Additionally, the Respondent has developed procedures for operating the Dillman

Road WWTP during wet weather in order to maximize the volume of wastewater transported to and through the WWTP and minimize the volume of discharges from the wastewater collection system during the period that the Respondent is implementing the Compliance Plan. The procedures for the Dillman Road WWTP are included in this Agreed Order as "Attachment C."

10. In recognition of the settlement reached, the Respondent waives any right to administrative and judicial review of this Agreed Order.

## II. ORDER

1. This Agreed Order shall be effective ("Effective Date") when it is approved by the Complainant or his delegate, and has been received by the Respondent. This Agreed Order shall have no force or effect until the Effective Date.
2. The Compliance Plan set forth in Attachment B of this Agreed Order (hereinafter the "Compliance Plan") is hereby incorporated into this Agreed Order and deemed an enforceable part thereof. The Respondent shall immediately implement the Compliance Plan, and adhere to the milestone dates contained therein.

Upon becoming aware that it may be unable to complete a project/task listed in the Compliance Plan by the milestone completion date specified therein, the Respondent shall notify IDEM, in writing. The written notification shall include: a description of the project/task and associated milestone completion date that the Respondent anticipates an inability to meet, the reasons that the Respondent anticipates that it will be unable to meet the milestone completion date, and the date by which the project/task will be completed. The Respondent may include in the written notification a request that the Compliance Plan be modified to extend a milestone completion date, for a specified amount of time. The submittal of a written request for modification of the Compliance Plan to extend a milestone completion date shall not affect the Compliance Plan or prevent the accrual of stipulated penalties associated with the failure to meet the milestone completion date that is the subject of the written request. IDEM may deny the request or may grant it either through written correspondence or through a formal modification of the Agreed Order.

3. Within 60 days of the Effective Date, the Respondent shall develop and submit to IDEM, for approval, procedures for operating the Blucher Poole WWTP during wet weather in order to maximize the volume of wastewater transported to and through the WWTP and minimize the volume of discharges from the wastewater collection system during the period that the Respondent is implementing the Compliance Plan. Upon approval by IDEM, the Blucher Poole wet weather operating procedures shall be incorporated into this Agreed Order and deemed an enforceable part thereof.

4. During implementation of the Compliance Plan, the Respondent shall operate its existing WWTPs as effectively and efficiently as possible, and in a manner so as to prevent, or to the extent prevention is not possible, to minimize, the discharges from the wastewater collection system. During wet weather, the Respondent shall assure that the volume of wastewater transported to and through the Blucher Poole WWTP is maximized. With respect to the Dillman Road WWTP, the Respondent's efforts to comply with the requirements of this paragraph shall include, but not necessarily be limited to, implementation of the procedures contained in Attachment C. With respect to the Blucher Poole WWTP, the Respondent's efforts to comply with the requirements of this paragraph shall include, but not necessarily be limited to, implementation of the procedures contained in the IDEM approved Blucher Poole wet weather operating procedures, required pursuant to Order Paragraph 3.

5. Upon completion of implementation of the Compliance Plan, the Respondent shall be subject to the stipulated penalties provided for in Order Paragraph 12 below for any discharge from the wastewater collection system.

6. Except as may otherwise be approved by IDEM in accordance with the conditions set forth below, the Respondent shall, within 18 months of the completion of implementation of the Compliance Plan (Performance Period), demonstrate for a period of 18 consecutive months that discharges from the wastewater collection system do not occur. The Respondent may submit to IDEM, for review and approval, a written request to terminate the Performance Period early, provided that the following conditions are satisfied: The Respondent demonstrates for at least 6 consecutive months, commencing upon the completion of the implementation of the Compliance Plan, that discharges from the wastewater collection system do not occur, and the Respondent demonstrates that the adequacy of the Compliance Plan has been sufficiently tested, by documenting, for example, that a wide range of storm events has occurred.

In the event that a discharge from the wastewater collection system occurs during the Performance Period, the Respondent shall, within 60 days of the occurrence of the discharge, develop and submit to IDEM, for approval, a plan ("Action Plan") that identifies the additional actions that the Respondent will take to eliminate discharges from the wastewater collection system, as well as a schedule (that includes specific milestone dates) for implementation of such additional actions. Upon approval by IDEM, the Action Plan shall be incorporated into this Agreed Order and deemed an enforceable part thereof. The Respondent, upon receipt of written approval from IDEM, shall immediately implement the approved Action Plan and adhere to the milestone dates contained therein.

7. The Blucher Poole wet weather operating procedures and the Action Plan shall be subject to the approval of IDEM. If IDEM deems any of these documents inadequate, the Respondent shall submit a revised document within 15 days of receipt of notice from IDEM

of the inadequacies thereof. If, after submission of the first revised document, IDEM still finds the document to be inadequate, then IDEM will request further modification of the document as necessary to meet IDEM's requirements, and require re-submittal of the document by a specific date. If the subsequently submitted second revised document does not meet IDEM's approval, IDEM will suggest specific modifications to be made to the document and require re-submittal by a specific date. If, by the specified date, the Respondent does not submit a third revised document that incorporates the IDEM-suggested modifications or submit an alternative adequate document, as determined by IDEM, the IDEM-suggested modifications will be deemed incorporated into the document.

8. The Respondent shall notify IDEM, in writing, within 10 days of completion of each action contained in any approved plan, including the Compliance Plan and the Action Plan. The notification shall include a description of the action completed and the date it was completed.

9. Beginning on the Effective Date, the Respondent shall inspect the overflow points present in the wastewater collection system during and/or after precipitation events in order to determine whether discharges from these points occur. The Respondent shall document its inspections by recording the following:

- a. the date and time of the inspection;
- b. the name of the person(s) conducting the inspection;
- c. the date the precipitation event began;
- d. the time the precipitation event began and, for inspections conducted after the precipitation event, the time the precipitation event ended, and the volume of the precipitation event;
- e. the particular overflow point being inspected;
- f. the appearance of the overflow point, and the surrounding area, specifically noting whether a discharge event from the overflow point occurred, is occurring, or is about to occur; and
- g. the remedial measures taken in the event that a discharge from the overflow point is found to have occurred, to be occurring, or about to occur.

The Respondent shall retain copies of the required documentation and shall allow IDEM representatives to inspect and copy these records upon request.

10. Beginning on the Effective Date, the Respondent shall investigate and respond to any complaint of discharge from any overflow point present in the wastewater collection system as soon as possible. The Respondent shall document its investigation of each complaint received by recording the date, time, and specific nature of the complaint as well as the information required in Paragraph 9, items a through g. The Respondent shall retain copies of the required documentation and shall allow IDEM representatives to inspect and copy these records upon request.

11. Beginning on the Effective Date, in the event that a discharge from any overflow point present in the wastewater collection system occurs, the Respondent shall:

- a. take all reasonable actions to cease the discharge as soon as possible;
- b. properly clean the affected area;
- c. remove and properly dispose of sewage and debris from the affected area;
- d. report the discharge event as required by the Permit effective at the time of the discharge; and
- e. document all actions taken to cease the discharge and to remediate the affected areas, retain copies of the documentation, and allow IDEM representatives to inspect and copy these records upon request.

12. All submittals required by this Agreed Order, unless notified otherwise in writing, shall be sent to:

Terry Ressler, Enforcement Case Manager  
Indiana Department of Environmental Management  
Office of Enforcement - Mail Code 60-02  
100 North Senate Avenue  
Indianapolis, IN 46204-2251

13. In the event the following terms and conditions of the following paragraphs are violated, the Complainant may assess and the Respondent shall pay a stipulated penalty in the following amount:

<i>Paragraph</i>	<i>Violation</i>	<i>Penalty</i>
Order Paragraph 2	Failure to meet any milestone date contained in the Compliance Plan	\$500 per week late
Order Paragraph 3	Failure to submit wet weather operating procedures for the Blucher Poole WWTP	\$500 per week late
Order Paragraph 4	Failure to prevent, or to the extent prevention is not possible, to minimize, discharges from the wastewater collection system during the period of Compliance Plan implementation	\$500 per violation
Order Paragraph 5	Discharge from the wastewater collection system after completion of the Compliance Plan	\$1000 per event
Order Paragraph 6	Failure to timely submit Action Plan	\$500 per week late

Order Paragraph 6	Failure to meet any milestone date contained in the approved Action Plan	\$500 per week late
Order Paragraph 7	Failure to timely revise and resubmit the Blucher Poole wet weather operating procedures, or the Action Plan	\$500 per week late
Order Paragraph 8	Failure to timely notify IDEM of completion of any action contained in any approved plan	\$100 per week
Order Paragraph 9	Failure to inspect the overflow points, as required	\$500 per violation
Order Paragraph 9	Failure to document inspection of the overflow points or make documentation available to IDEM, as required	\$500 per violation
Order Paragraph 10	Failure to investigate complaints, as required	\$500 per violation
Order Paragraph 10	Failure to document complaint investigation or make documentation available to IDEM, as required	\$500 per violation
Order Paragraph 11	Failure to take all reasonable actions to cease the discharge as soon as possible; properly clean the affected area; remove and properly dispose of sewage and debris from the affected area; or report the discharge event, as required	\$500 per violation
Order Paragraph 11	Failure to document action taken to cease the discharge and to remediate the affected areas, or make documentation available to IDEM, as required	\$500 per violation

14. Stipulated penalties shall be due and payable within 30 days after Respondent receives written notice that the Complainant has determined a stipulated penalty is due. Assessment and payment of stipulated penalties shall not preclude the Complainant from seeking any additional relief against the Respondent for violation of the Agreed Order. In lieu of any of the stipulated penalties given above, the Complainant may seek any other remedies or sanctions available by virtue of Respondent's violation of this Agreed Order, Indiana law, or Respondent's NPDES Permit, including, but not limited to, civil penalties pursuant to IC 13-30-4.

15. Stipulated penalties are payable by check to the Environmental Management Special Fund. Checks shall include the Case Number of this action and shall be mailed to:

Indiana Department of Environmental Management  
Cashiers Office - Mail Code 50-10C  
100 N. Senate Avenue  
Indianapolis, IN 46204-2251

16. "Force Majeure", for purposes of this Agreed Order, is defined as any event arising from causes totally beyond the control and without fault of the Respondent that delays or prevents the performance of any obligation under this Agreed Order despite Respondent's best efforts to fulfill the obligation. The requirement that the Respondent exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include changed business or economic conditions, financial inability to complete the work required by this Agreed Order, or increases in costs to perform the work.

The Respondent shall notify IDEM by calling the case manager within three (3) calendar days and by writing no later than seven (7) calendar days after it has knowledge of any event which the Respondent contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by the Respondent to minimize the delay, and the timetable by which these measures will be implemented. The Respondent shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event. The Respondent shall have the burden of demonstrating that the event is a force majeure. The decision of whether an event is a force majeure shall be made by IDEM.

If a delay is attributable to a force majeure, IDEM shall extend, in writing, the time period for performance under this Agreed Order, by the amount of time that is directly attributable to the event constituting the force majeure.

17. This Agreed Order shall apply to and be binding upon the Respondent, its successors and assigns. The Respondent's signatories to this Agreed Order certify that they are fully authorized to execute this document and legally bind the parties they represent. No change in ownership, corporate, or partnership status of the Respondent shall in any way alter its status or responsibilities under this Agreed Order.

18. In the event that any terms of the Agreed Order are found to be invalid, the remaining terms shall remain in full force and effect and shall be construed and enforced as if the Agreed Order did not contain the invalid terms.

19. The Respondent shall provide a copy of this Agreed Order, if in force, to any

subsequent owners or successors before ownership rights are transferred. Respondent shall ensure that all contractors, firms and other persons performing work under this Agreed Order comply with the terms of this Agreed Order.

20. This Agreed Order is not and shall not be interpreted to be a Permit, or a modification of an existing Permit, nor shall it in any way relieve Respondent of its obligation to comply with the applicable requirements of federal or state law or regulation.

21. The Complainant does not, by its approval of this Agreed Order, warrant or aver in any manner that the Respondent's compliance with any aspect of this Agreed Order will result in compliance with any applicable requirements of federal or state law or regulation.

22. This Agreed Order shall remain in effect until the Respondent has complied with all terms and conditions of Paragraphs 2 through 15 of this Order and IDEM issues a "close out" letter to the Respondent.

*THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK*

TECHNICAL RECOMMENDATION:  
Department of Environmental Management

By: Mark W. Stanifer  
Mark W. Stanifer  
Chief, Water Enforcement Section  
Office of Enforcement

Date: 7-27-2005

RESPONDENT:  
City of Bloomington Utilities

By: Patrick Murphy  
Printed: Patrick Murphy

Title: Director

Date: 7-27-05

By: \_\_\_\_\_  
Printed: \_\_\_\_\_

Title: President, Utility Service Board

Date: \_\_\_\_\_

COUNSEL FOR COMPLAINANT:  
Department of Environmental Management

By: \_\_\_\_\_  
Hala K. Silvey  
Office of Legal Counsel  
Department of Environmental Management

Date: \_\_\_\_\_

COUNSEL FOR RESPONDENT:

By: Repscher

Date: 7-27-05

APPROVED AND ADOPTED BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL  
MANAGEMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

For the Commissioner:

\_\_\_\_\_  
Matthew T. Klein  
Assistant Commissioner  
for Compliance and Enforcement

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON AND THE  
CITY OF BLOOMINGTON UTILITIES DEPARTMENT  
FOR PAYMENTS TO BE MADE AND RECEIVED IN 2005**

WHEREAS, services are provided to the City of Bloomington Utilities Department Water Utility and Wastewater Utility (hereinafter "CUD") by several departments of the City of Bloomington ("Civil City"), which, if not so provided, would have to be provided by the utility itself, and for which compensation may be paid under IC § 36-1-7-12 granting authority for agreements between or among Indiana governmental entities for services, materials, supplies and equipment; and,

WHEREAS, similarly, the Civil City has been provided with a variety of services, materials, supplies and equipment by CUD including legal services related to PCB issues, and under IC § 36-1-7 the Civil City may compensate CUD for these services, materials, supplies and equipment; and,

WHEREAS, these payments for services should be based upon statistically verifiable costs which may be applied to a formula which can be easily translated from year to year; and,

WHEREAS, under the authority of IC § 8-1.5-3-8 and IC § 36-9-23-25 the Water Utility and Wastewater Utility of the City of Bloomington is authorized to pay an amount to the Civil City equal to the amount of taxes it would pay to the Civil City if it were a private utility; and,

WHEREAS, in order to determine the correct in lieu of taxes payment due to the Civil City for 2004 and succeeding years, annually updated values of all property owned by the Utilities Department within the City shall be used to compute in lieu of taxes payments; and

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES AS FOLLOWS:

**ARTICLE I: PAYMENTS FROM CUD TO THE CIVIL CITY**

**Section 1. AUTHORITY FOR AGREEMENT.** This Agreement is entered into pursuant to IC § 36-1-7, IC § 36-9-23-25, IC § 8-1.5-3-8, and applicable orders of the Public Service Commission of Indiana, or its successor the Indiana Utility Regulatory Commission.

**Section 2. PAYMENTS FOR SERVICES PROVIDED BY CIVIL CITY TO CUD.** The CUD Water Utility and the CUD Wastewater Utility shall owe to the Civil City for general services obligations incurred in the year 2004 and payable in 2005, the cost of services provided to the CUD Water Utility and the CUD Wastewater Utility by Civil City. These amounts are set forth in Exhibit A attached hereto and incorporated herein by reference. CUD hereby agrees to pay said costs in accordance with the payment schedule set forth in Exhibit A. The parties acknowledge that these figures are based upon the 2004 figures for said services.

**Section 3.      PAYMENTS IN LIEU OF TAXES.** The CUD Water Utility and the CUD Wastewater Utility shall owe to the Civil City for amounts in lieu of the tax obligations otherwise incurred in the year 2004 and payable in 2005. These amounts are set forth in Exhibit A attached hereto and incorporated herein by reference. CUD hereby agrees to satisfy said obligations by making payments in accordance with the payment schedule set forth in Exhibit A. The parties acknowledge that these figures are based upon the 1997 figures for said obligations, which have been increased by five percent per annum through 1999. The amount of the payment in lieu of taxes was not increased in 2000. The amount was increased by 4.05% in 2002, which equals the increase in the Civil City's total property tax levy from 2000 to 2001. The amount was increased by 2.58% in 2003, which equals the increase in the Civil City's total property tax levy from 2001 to 2002. The amount has been increased by 5.78% in 2004, which equals the increase in the Civil City's total property tax levy from 2002 to 2003. **The amount has been increased by 3.06% in 2005, which equals the increase in the Civil City's total property tax levy from 2003 to 2004.**

**Section 4.      PAYMENTS FOR THE HEALTH INSURANCE TRUST FUND.** The payment due from CUD to Civil City for the Health Insurance Trust Fund for year 2005 is \$744,338. This amount is for the obligation which accrues in 2005 and is payable in 2005. CUD agrees to make said payment in accordance with the payment schedule set forth in Exhibit A. The Parties further agree that should additional assessments for the Health Insurance Trust Fund become necessary, the assessments will be prorated on a per employee basis.

**Section 5.      PAYMENTS FOR FLEET MAINTENANCE COSTS.** The parties hereby agree that CUD shall pay a total of \$198,320 for costs incurred by Civil City's Fleet Maintenance Department for CUD vehicles. This amount is for the obligation which accrues in 2005 and is payable in 2005. CUD agrees to make said payment in accordance with the payment schedule set forth in Exhibit A.

## **ARTICLE II: PAYMENTS FROM THE CIVIL CITY TO CUD**

**Section 1.      PAYMENTS FOR PCB RELATED LEGAL COSTS.** The Civil City agrees to pay the CUD Wastewater Utility its pro rata share of consulting and legal fees in regards to the Lemon Lane clean up. CUD will provide a statement of costs to the Civil City when said costs are accrued in 2005. The Civil City agrees to make said payment upon receipt of the statement of costs.

## **ARTICLE III: OTHER PROVISIONS**

**Section 1.      RENEWAL OF AGREEMENT.** The parties anticipate that each year they will review and update figures contained in Exhibit A attached hereto, and that they will enter into an Agreement for payment of these obligations similar to the current agreement.

**Section 2.      COST ALLOCATION FORMULAS.** The Civil City warrants that the cost allocation formulas comply with applicable state statutes and regulations.

**Section 3.**     INTENT OF THE PARTIES. It is the express intent of the Civil City and CUD to allocate, fairly and fully, the financial responsibility for services, supplies, space utilization and in lieu of tax payments through this Agreement on an annual basis. If any section of this Agreement is declared invalid, the other sections shall remain in full force and effect.

THE PARTIES, intending to be bound, have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

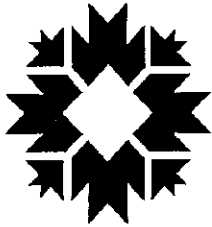
CITY OF BLOOMINGTON  
CIVIL CITY  
By:

CITY OF BLOOMINGTON  
UTILITIES DEPARTMENT  
By:

\_\_\_\_\_  
Mark Kruzan, Mayor  
Civil City of Bloomington

\_\_\_\_\_  
L. Thomas Swafford, President  
Utilities Service Board

Exhibit A	Charges Relating to the Interlocal Agreement with CBU					Payable:	2005
In lieu of taxes	Percentage Increase	Water	Wastewater			Payment to Fleet	
1997 Payable in 1998	baseline	138,317	136,645			Annual	198,320.00
1998 Payable in 1999	5.00%	145,233	143,477			Monthly	16,526.67
1999 Payable in 2000	5.00%	152,495	150,651				
2000 Payable in 2001	0.00%	152,495	150,651			Payment for Health Ins. and Other Personnel Costs	
2001 Payable in 2002	4.05%	158,676	156,757				
2002 Payable in 2003	2.58%	162,776	160,808			Annual	744,300.00
2003 Payable in 2004	5.78%	172,180	170,099			Semi-annual	372,150.00
2004 Payable in 2005	3.06%	177,441	175,296				
General Services	Allocation to CBU	2004 Budget	Total Charge	Water	Wastewater		
Clerk	0.93%	93,612.00	870.59				
Common Council	10.80%	273,674.00	29,556.79				
Controller	3.76%	679,658.00	25,555.14				
Employee Services	32.81%	386,266.00	126,733.87				
Engineering	5.71%	370,146.00	21,135.34				
Fire	0.12%	6,614,902.00	7,937.88				
ITS (less City-only projects)	24.85%	1,263,196.00	313,904.21				
Legal	13.38%	590,314.00	78,984.01				
Mayor's Office	0.40%	521,075.00	2,084.30				
Planning	3.36%	844,416.00	28,372.38				
Police	0.17%	7,501,442.00	12,752.45				
Public Works	4.58%	1,871,532.00	85,716.17				
<b>Total</b>		21,010,233.00	733,603.13	293,441.25	440,161.88		
Charges by Quarter	1st Quarter (Due 1/31/05)	2nd Quarter (Due 4/30/05)	3rd Quarter (Due 7/30/05)	4th Quarter (Due 10/31/05)	Total		
<b>Water</b>							
In lieu of taxes	44,360.25	44,360.25	44,360.25	44,360.25	177,441.00		
General Services	73,360.31	73,360.31	73,360.31	73,360.32	293,441.25		
<b>Subtotal</b>	117,720.56	117,720.56	117,720.56	117,720.57	470,882.25		
<b>Wastewater</b>							
In lieu of taxes	43,824.00	43,824.00	43,824.00	43,824.00	175,296.00		
General Services	110,040.47	110,040.47	110,040.47	110,040.47	440,161.88		
<b>Subtotal</b>	153,864.47	153,864.47	153,864.47	153,864.47	615,457.88		
<b>Grand Total</b>	271,585.03	271,585.03	271,585.03	271,585.04	1,086,340.13		



**CITY OF BLOOMINGTON  
LEGAL DEPARTMENT  
MEMORANDUM**

**TO: Utilities Service Board of the City of Bloomington Utilities Department**  
**FROM: Vickie Renfrow, Assistant City Attorney**  
**RE: Request for execution of Quitclaim Deed to resolve encroachment**  
**DATE: August 17, 2005**

CBU recently received a letter from a local attorney asking that the Utilities Service Board quitclaim its interest in a small parcel (0.14 acres) of land south of the old Best Beers site on S. Hwy 37. There are two warehouse on the Best Beers property and the one to the south encroaches slightly onto the Winston Thomas property. The current owner of the property, Miller Real Estate, LLC, wishes to sell it, and this encroachment has to be resolved in order for a buyer to obtain financing for the purchase. In order to satisfy this request, CBU must comply with the provisions of Indiana Code § 36-1-11-5 regarding the sale of real property to abutting landowners. It is first necessary to determine the value of the 0.14 acre tract, and this can be done by using the most recent assessed value of the land. The entire 64.51 acre tract is assessed at \$201,700 for land only. The per acre value would then be \$3,127, and the value of the 0.14 acre would be \$438.

Because the value of the tract is less than \$15,000, we can use the procedure set out in IC § 36-1-11-5 which is less cumbersome than that required for more valuable property. Because the value is less than \$6,000 we do not have to have the property appraised. We must offer the tract for sale to the public at the value of \$438, and we do so by publishing a notice in the Herald-Times, two times a week apart, with the second publication at least three days before the deadline for submission of offers. We published the required notice on August 9<sup>th</sup> and 16<sup>th</sup>, and the offers were due by 4:30 p.m. on Friday, August 19, 2005. We are also required by statute to notify owners of property abutting the tract by certified mail that the tract is being offered for sale. The only abutting property owners are Miller Real Estate, LLC, (the party seeking the quitclaim deed) and the Robert A. Haak Trust. I prepared letters to each of these property owners, and mailed them to the address indicated in the record of the Treasurer of Monroe County for tax duplicate purposes. The notice to the Robert A. Haak Trust (which was mailed to Tempo Properties, Inc.) came back undeliverable and I attempted to deliver the notice in person but was told that Tempo no longer handled this property. The County Treasurer had no other address for the owner, and we have satisfied the requirements of the statute by attempting delivery to the County Treasurer's address.

I will receive offers at the date, time, and place they are due and bring them to the USB meeting on Monday. We are assuming the only offer we will receive will be from Miller Real Estate. His attorney is going to deliver to me a cashier's check for \$438 to tender to the Board. If the Board approves the sale of this property it can authorize execution of the Quit Claim Deed by the Board President. The payment of \$438, the minimum sale price allowed by statute, will probably cover our cost in running the legal notice twice, mailing the certified letters, and general administrative costs. A copy of the letter making this request an the quitclaim deed are attached to this memo. Also attached is a plot of the location of the parcel in question.

- Attorneys at Law -

Thomas A. Berry  
Certified Civil Mediator  
tom@tomberry.com

Michelle Berry Domer  
Certified Family Law Specialist  
Certified Family Law Mediator  
michelle@tomberry.com

Debra Traylor Davis  
debbie@tomberry.com

U 7/26/05

# BERRY & DOMER

July 25, 2005

Utilities Service Board  
501 N. Morton  
Bloomington, IN 47401

Dear Sirs:

As you know, Best Beers is moving. Your neighbor, John (Spider) Miller has entered into an agreement to sell the Best Beers real estate to my son, Thomas E. Berry and his wife Lesli.

Tommy and Lesli own United Soccer School and United Gymnastics School respectively and their present gymnasiums are located on Yost Avenue in Bloomington.

Tommy and Lesli are expanding their business and they intend to convert the Best Beers warehouses into new and bigger gymnasiums for their students.

All terms of the sale have been completed and the financing is in place. However, there has been one hitch. The Best Beers warehouses encroach a couple of feet on the Fraternal Order of the Eagles' land to the North, and the City of Bloomington's land to the South.

The situation has existed for at least thirty years but no one knew it until Bynum Fanyo did a survey for the sale and discovered the problem.

The overlap creates a cloud on the title of all three tracts and makes them unmarketable until the overlap is corrected.

Bynum Fanyo has created two separate legal descriptions which will solve the problem by deeding the land underneath Mr. Miller's buildings to Mr. Miller.

Enclosed you will find a Quit Claim deed and a survey drawing. The survey will show you the strip of land in question and the Quit Claim deed describes it in metes and bounds.

Please execute the Quit Claim deed and return it to me so that I can file it in the Recorder's Office.

Page Two:

After the deed is on file; the sale to Tommy and Lesli can be closed and the cloud on your title will also be removed.

If you have questions, please give me a call.

Yours truly,

Thomas A. Berry  
Attorney for John (Spider) Miller  
and Tommy and Lesli Berry

TAB:lan

Enclosures

Cc: Tommy & Lesli Berry  
John Spider Miller

## QUIT CLAIM DEED

THIS INDENTURE WITNESSETH that the **Utilities Service Board of the City of Bloomington, Indiana**, ("Grantor") of Monroe County, in the State of Indiana, **QUIT CLAIMS** to **Miller Real Estate, L.L.C.**, of Monroe County, in the State of Indiana, for the sum on One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

The real estate described in the attached Exhibit A.

The Grantor's real estate adjoins the Grantee's real estate and the actual physical boundary between the two parcels has been recognized by all parties for over twenty years. The legal descriptions of the two parcels however, do not match the established physical boundaries and an overlap exists in the two legal descriptions. This is a corrective deed made for the purpose of legally recognizing the actual boundaries between the two properties in question and to eliminate the legal overlap and any claims of encroachment by Grantee's buildings on Grantor's real estate.

The conveyance of the real estate is subject to all easements, covenants and restrictions of record.

IN WITNESS WHEREOF, Grantor has executed this Deed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

THE UTILITIES SERVICE BOARD  
OF THE CITY OF BLOOMINGTON,  
INDIANA

By: \_\_\_\_\_ Vice President

BOARD OF PUBLIC WORKS FOR THE  
CITY OF BLOOMINGTON, INDIANA

\_\_\_\_\_  
President

STATE OF INDIANA       )  
                                  )SS  
COUNTY OF MONROE     )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ Vice President, Utilities, Utilities Service Board, City of Bloomington, Indiana, Grantor in the above conveyance, who acknowledged execution of the foregoing Quit Claim Deed for the uses and purposes herein mentioned this \_\_\_\_ day of \_\_\_\_\_, 2005.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public,  
Residing in \_\_\_\_\_ County,  
Indiana.

\_\_\_\_\_  
Printed Name

STATE OF INDIANA       )  
                                  )SS  
COUNTY OF MONROE     )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, President and Secretary respectively, of the Board of Public Works for the City of Bloomington, Indiana, Grantor in the above conveyance, who acknowledged execution of the foregoing Quit Claim Deed for the uses and purposes herein mentioned this \_\_\_\_ day of \_\_\_\_\_, 2005.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public,  
Residing in \_\_\_\_\_ County,  
Indiana.

\_\_\_\_\_  
Printed Name

## LEGAL DESCRIPTION

Owner: Utilities Service Board of the City of Bloomington, Indiana  
Source: Instr. No. 2002017277

0.14 ACRE

A part of the Southwest quarter of Section 16, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana, more specifically described as follows:

Commencing at the intersection of the north line of the Southwest quarter of said Section 16 and the centerline of South Walnut Street; Thence on the north line of said Southwest quarter North 89 degrees 05 minutes 42 seconds West (assumed basis of bearings) 298.65 feet to a point on the east boundary line of Miller Real Estate, LLC (Deed Record 435, page 96, office of the Recorder), said point being the true Point of Beginning;

Thence leaving said north line of said Southwest quarter and on a prolongation of the east boundary line of Miller Real Estate, LLC South 00 degrees 23 minutes 36 seconds West 9.93 feet to an iron pipe with a surveyor cap found; Thence leaving said prolonged line North 88 degrees 41 minutes 27 Seconds West 467.29 feet to a stone found; Thence North 88 degrees 38 minutes 22 seconds West 412.80 feet to a 5/8 inch diameter rebar with a surveyor cap set on the east right-of-way line of a railroad; Thence on said east right-of-way line North 02 degrees 10 minutes 50 seconds East 3.36 feet to said north line of said Southwest quarter; Thence leaving said east right-of-way line and on said north line South 89 degrees 05 minutes 42 seconds East 879.90 feet to the Point of Beginning, containing 0.14 acre, more or less.

Certified this 3<sup>rd</sup> day of June, 2005

Douglas R. Curry  
Douglas R. Curry  
Indiana L.S. No. 890006  
Bynum Fanyo & Associates, Inc.  
528 N. Walnut St.  
Bloomington, IN 47404  
812-332-8030  
Job No. 5005042

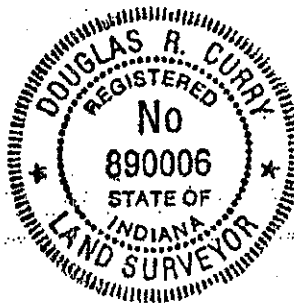
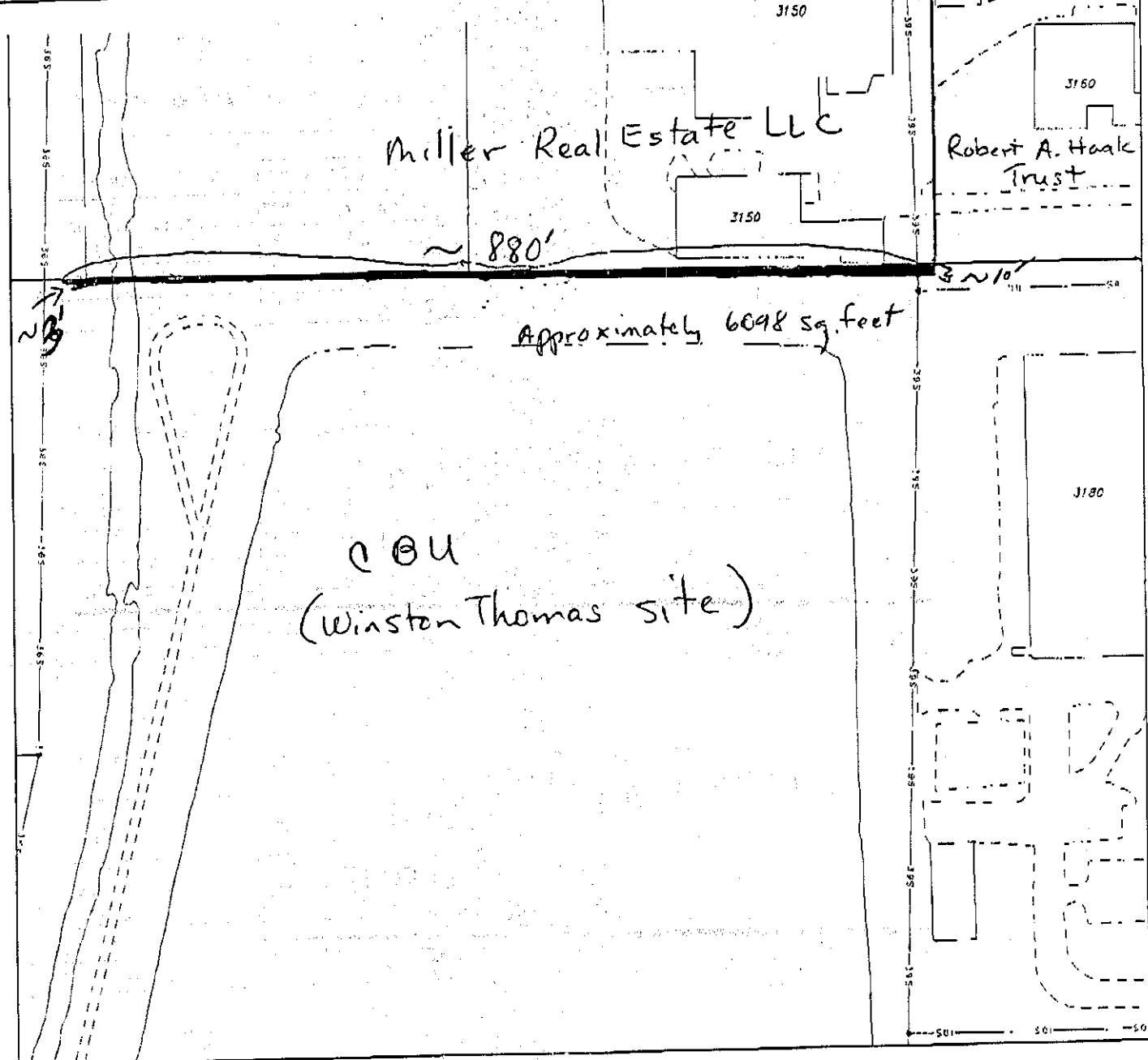


Exhibit A

Post-It® Fax Note	7671	Date	8-17-05	# of pages	1
To	Lee Jones	From	V. Renfrow		
Co./Dept.	CBU	Co.	Legal		
Phone #	3652	Phone #	3557		
Fax #	3683	Fax #	3441		



By: renfrowv  
4 Aug 05

150 0 150 300 450

City of Bloomington



Scale: 1" = 150'

For reference only; map information NOT warranted.